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S/N 10/080,502

SEP 27 2004

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| | | | |
|-------------|--|-----------------|-------------------|
| Applicant: | Cleland et al. | Examiner: | AZPURU, CARLOS A. |
| Serial No.: | 10/080,502 | Group Art Unit: | 1615 |
| Filed: | February 22, 2002 | Docket No.: | 11669.0242USU1 |
| Title: | <u>ERODIBLE POLYMERS FOR INJECTION</u> | | |

CERTIFICATE UNDER 37 CFR 1.6(d):

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office on Sept. 27,
2004.By: Lynnda Kraft
Name: Lynnda KraftREVOCATION AND POWER OF ATTORNEYCommissioner of Patents
Alexandria, VA 22313-1450

Dear Sir:

Please revoke any existing Powers of Attorney, if any, and appoint the following attorneys and/or patent agents associated with the following customer number to prosecute this application and to transact all business in the U.S. Patent and Trademark Office in connection therewith:

23552

PATENT TRADEMARK OFFICE

Please direct all correspondence in this application to Denise M. Kettelberger,
P.O. Box 2903, Minneapolis, MN 55402-0903, telephone 612.371.5268.

Dated: 8/25/04By: Jeffrey S. KubinecName: Jeffrey S. Kubinec

Jeffrey S. Kubinec
Section Patent Counsel
Genentech, Inc.
Authorized Corporate Signatory

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Genentech, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1 DNA Way, South San Francisco, CA 94080, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

- A. ☒ An assignment from the inventor(s), of the parent of the patent application identified above was submitted to the Commissioner for Patents for recording on May 20, 200, a copy of which is attached hereto.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 8/25/04By: 

Name: _____

Title: Jeffrey S. Kubinec

Section Patent Counsel

Genentech, Inc.

Authorized Corporate Signatory

UNITED STATES
PATENT AND
TRADEMARK OFFICE

GEN02-001-US

JULY 26, 2002

BRINKS HOFER GILSON & LIONE
JONATHAN P. TAYLOR
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CHICAGO, IL 60610PTAS
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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/23/2002

REEL/FRAME: 012924/0053
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
CLELAND, JEFFREY

DOC DATE: 05/13/2002

ASSIGNOR:
OKUMU, FRANKLIN

DOC DATE: 05/17/2002

ASSIGNEE:
GENETECH, INC.
1 DNA WAY
SOUTH SAN FRANCISCO, CALIFORNIA

94080

SERIAL NUMBER: 10080502
PATENT NUMBER:FILING DATE: 02/22/2002
ISSUE DATE:RECEIVED 8/7/02 DOCKET
DOCKETED Assignment
DIARIED 8/7/02
BY: BVM

AUG 07 2002

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012924/0053 PAGE 2

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ASSIGNMENT DIVISION
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05-29-2002

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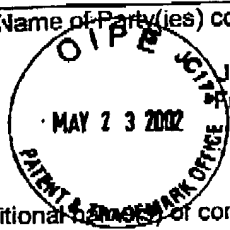
TENTS

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Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Jeffrey Cleland
Franklin Okumu

2. Name and Address of Party(ies) receiving an interest:

Name: GENENTECH, INC.
Internal Address:
Street Address: 1 DNA Way
City: South San Francisco
State/Zip: California, 94080

Additional name(s) or conveying party(ies) attached?

☐ Yes ☒ No

Additional name(s) and addresses attached?

☐ Yes ☒ No

3. Description of the interest conveyed:

☒ Assignment☐ Change of Name Other:☐ Security Agreement☐ Merger

Execution Date: May 13, 2002 and May 17, 2002.

4. Application number(s) or patent number(s). Additional sheet attached? ☐ Yes ☒ No

If this document is being filed together with a new application, the execution date of the application is:

Date

A. Patent Application No.(s)

10/080,502

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312)321-4200

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed☐ Authorized to be charged to Deposit Account No. 23-19258. ☒ Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jonathan P. Taylor, Ph.D.
Name of Person Signing
SignatureMay 20, 2002
Date

Total number of pages including cover sheet, attachments, and document: 5

Rev. Dec.-99

Document3

05/29/2002 LMUELLER 00000069 10080502

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Case No. 10466/286ASSIGNMENT

WHEREAS, Jeffrey Cleland and Franklin Okumu, hereinafter called the "Assignors", has made the invention described in the United States patent application entitled ERODIBLE POLYMERS FOR INJECTION for a full description of which reference is here made to an application for Letters Patent of the United States filed on February 22, 2002 and assigned Application Serial No. 10/080,502, which claims priority to Provisional Application Serial No. 60/270,845, filed on February 23, 2001;

WHEREAS, Genentech, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1 DNA Way, South San Francisco, CA 94080, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

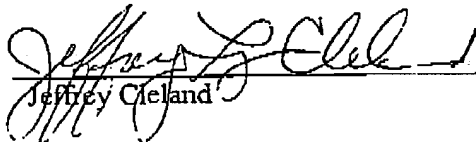
The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent

applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: 5/13/02


Jeffrey Cleland

DATED: _____

Franklin Okumu

Case No. 10466/286ASSIGNMENT

WHEREAS, Jeffrey Cleland and Franklin Okumu, hereinafter called the "Assignors", has made the invention described in the United States patent application entitled ERODIBLE POLYMERS FOR INJECTION for a full description of which reference is here made to an application for Letters Patent of the United States filed on February 22, 2002 and assigned Application Serial No. 10/080,502, which claims priority to Provisional Application Serial No. 60/270,845, filed on February 23, 2001;

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NOW, THEREFORE, in consideration of the sum of valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent

applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: _____

Jeffrey Cleland

DATED: _____

17 May 02

Franklin Okumu